

**2010 IBEW NEGOTIATIONS
CITY PACKAGE PROPOSAL C***

PERIOD OF MEMORANDUM OF AGREEMENT – ARTICLE 1

Term: Effective beginning the first full payperiod following ratification by the IBEW membership and approval by the City Council, expiring on March 5, 2011.

PAY

See Attached (City Proposal #2)

ADDITIONAL 5% TOTAL COMPENSATION REDUCTION

See Attached (City Proposal #24)

FREEZING STEP INCREASES

See Attached (City Proposal #17)

HEALTH INSURANCE- COST SHARING

See Attached (City Proposal #4)

HEALTH INSURANCE- HMO PLAN DESIGN

See Attached (City Proposal #5)

HEALTH INSURANCE- DUAL COVERAGE

See Attached (City Proposal #6)

HEALTH INSURANCE- HEALTH IN LIEU

See Attached (City Proposal #7)

HOURS OF WORK AND OVERTIME

See Attached (City Proposal #9)

RETIREMENT COST MITIGATION

See Attached (Proposal #14 and 15)

SICK LEAVE PAYOUT

See Attached (City Proposal #13)

DISABILITY LEAVE SUPPLEMENT

See Attached (City Proposal #19 and 20)

**2010 IBEW NEGOTIATIONS
CITY PACKAGE PROPOSAL C***

PERFORMANCE APPRAISAL APPEALS

See Attached (City Proposal #18)

RETIREMENT CLARIFICATION

See Attached (City Proposal #21)

SUBSTANCE ABUSE POLICY

See Attached (City Proposal #22)

SAFETY

See Attached (City Counter Proposal to Union Proposal)

HOUSEKEEPING

See Attached (Union Proposals on Recognition, Working In a Higher Classification and Employee Rights)

ALL TENTATIVE AGREEMENTS

** This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.*

CITY PROPOSAL #2- PAY REDUCTION

ARTICLE 5 WAGES AND SPECIAL PAY

5.1 Wages

- ~~5.1.1 Wages 2007/08. Effective March 9, 2008, all salary ranges for employees holding positions in classifications assigned to IBEW Representation Unit 13 shall be increased by 3.0%. The 2007/08 salary ranges are listed in Exhibit I and shall remain in effect through March 7, 2009, unless otherwise changed pursuant to the provisions of this Agreement.~~
- ~~5.1.2 Wages 2008/09. Effective March 8, 2009, all salary ranges for employees holding positions in classifications assigned to IBEW Representation Unit 13 shall be increased by 3.75%. The 2008/09 salary ranges are listed in Exhibit I and shall remain in effect through March 6, 2010, unless otherwise changed pursuant to the provisions of this Agreement.~~
- 5.1.1 Effective June 27, 2010, all salary ranges for employees holding positions in classifications assigned to IBEW Representation Unit 13 shall be decreased by approximately 4.4%. The salary ranges are listed in Exhibit I, unless otherwise changed pursuant to the provisions of this Agreement.

CITY PROPOSAL #24- ADDITIONAL 5% TOTAL COMPENSATION REDUCTION

ARTICLE 5 WAGES AND SPECIAL PAY

5.1 Wages

5.1.2 Effective June 27, 2010 through June 28, 2011, all employees represented by IBEW will contribute the equivalent of 5% of total compensation towards the pension unfunded liability. This additional pension retirement contribution will be in addition to the employee retirement contribution rates that are approved by the retirement board, and will be used to reduce the City's pension retirement contribution. In the event this is not able to be implemented by June 27, 2010, IBEW agrees that the City will take retroactive deductions from the employees' paychecks.

CITY PROPOSAL #17- FREEZING STEP STRUCTURE

Effective June 27, 2010, all IBEW represented employees will have step and merit increases frozen for 26 payperiods. After 26 payperiods, employees represented by IBEW will become eligible for step increases upon completion of an additional 2080 seniority hours after the date they did not receive a step increase for which they were previously eligible.

CITY PROPOSAL #4- MODIFICATIONS TO COST SHARING FORMULA

5.5 Health Insurance Coverage

5.5.1 ~~Effective at the beginning of pay period seven (7) of payroll calendar year 2008, the City will pay ninety percent (90%) of the full premium cost of the lowest cost plan for employee or for employee and dependent coverage, and the employee will pay ten percent (10%) of the premium for the lowest priced plan up to a maximum of one hundred fifty dollars (\$150) per month. If an employee selects a plan other than the lowest priced plan, the employee shall pay the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan for employee or for employee and dependent coverage.~~

~~Effective at the beginning of pay period one (1) of payroll calendar year 2009, t~~The City will pay ninety percent (90%) of the full premium cost of the lowest cost plan for employee or for employee and dependent coverage and the employee will pay ten percent (10%) of the premium for the lowest priced plan for employee or for employee and dependent coverage. If an employee selects a plan other than the lowest priced plan, the employee shall pay the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan for employee or for employee and dependent coverage.

Effective June 27, 2010, the City will pay eighty-five percent (85%) of the full premium cost of the lowest cost plan for employee or for employee and dependent coverage and the employee will pay fifteen percent (15%) of the premium for the lowest priced plan for employee or for employee and dependent coverage. If an employee selects a plan other than the lowest priced plan, the employee shall pay the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan for employee or for employee and dependent coverage.

CITY PROPOSAL #5- MODIFICATIONS TO HMO PLAN DESIGN

5.5.2 ~~Effective January 1, 2009, c~~Co-pays for all available HMO plans shall be as follows:

- a. Office Visit Co-pay shall be increased to \$10
- b. Prescription Co-pay shall be increased to \$5 for generic and \$10 for brand name. (The Blue Shield HMO will continue to include \$15 non-formulary drug co-pay.)
- c. Emergency Room Co-pay shall be increased to \$50

5.5.2 Effective July 1, 2010, co-pays for all available HMO plans shall be as follows:

- a. Office Visit Co-pay shall be increased to \$25
- b. Prescription Co-pay shall be increased to \$10 for generic and \$25 for brand name
- c. Emergency Room Co-pay shall be increased to \$100
- d. Inpatient/Outpatient procedure Co-pay shall be increased to \$100

CITY PROPOSAL #6- HEALTHCARE DUAL COVERAGE

5.5 Health Insurance Coverage

5.5.2 An employee may not be simultaneously covered by City-provided medical benefits as a City employee, and as a dependent of another City employee or retiree.

5.6 Dental Insurance

5.6.3 An employee may not be simultaneously covered by City-provided dental benefits as a City employee, and as a dependent of another City employee or retiree.

CITY PROPOSAL #7- MODIFICATIONS TO HEALTH IN LIEU

5.5.4 Payment-in-Lieu of Health and/or Dental Insurance Program

5.5.4.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu.

5.5.4.2 Employees who qualify for and participate in the payment-in-lieu of health and/or dental insurance program will receive 50% of the City's contribution toward his/her health and/or dental insurance at the lowest cost single or family plan if the employee is eligible for family coverage. The City will retain the remaining 50% of that contribution.

5.5.4.3 Effective June 27, 2010, employees who qualify for and participate in the payment-in-lieu of health and/or dental insurance program will receive the following per payperiod:

	<u>Health In-Lieu</u>	<u>Dental In-Lieu</u>
<u>If eligible for family coverage:</u>	<u>\$ 221.84</u>	<u>\$ 19.95</u>
<u>If NOT eligible for family coverage:</u>	<u>\$ 89.09</u>	<u>\$ 19.95</u>

5.5.4.4 A City employee who receives healthcare coverage as a dependent of another City employee shall be deemed not eligible for family coverage.

5.5.4.35 The payment-in-lieu of health and/or dental insurance program is available to full-time employees who are not on a reduced workweek or unpaid leave and have alternate group health and/or dental coverage. To qualify, an employee must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City.

5.5.4.46 Enrollment in the payment-in-lieu of health and/or dental insurance program can only be done during the first thirty (30) days of employment, during the annual open enrollment period, or within thirty (30) days of a qualifying event (as defined in the Human Resources Handbook) occurring anytime during the year. Employees who miss the thirty (30) day time limit after a qualifying event will be required to wait until the next open enrollment period to enroll in the payment-in-lieu program. Enrollment in the payment-in-lieu insurance program may be canceled by the employee only during the annual open enrollment period unless the employee loses alternate group coverage. Enrollment or cancellation during the open enrollment period will become effective the first pay period of the following calendar year.

5.5.4.57 Payments for the in-lieu insurance program will be discontinued if an employee becomes ineligible for the program. An employee's ineligible status would include but not be limited to the following situations, employment status changes from full to part time, employee is on an unpaid leave of absence, employee is on a reduced workweek, or employee loses or does not have alternate insurance coverage. An

employee whose in-lieu payments are discontinued may enroll, if eligible, in a health and/or dental plan during the next annual open enrollment period.

5.5.4.68 If an employee loses alternate coverage, the employee may enroll in a City health and/or dental plan outside of the open enrollment period. To be eligible the employee must provide verification that alternate coverage has been lost.

5.5.4.68.1 **HEALTH INSURANCE:** To enroll in a City health insurance plan following loss of alternate coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu-payments required to make the coverage effective on the date when alternate coverage ceased. Re-enrollment in the plan shall be in accordance with the carrier's enrollment procedures.

5.5.4.68.2 **DENTAL INSURANCE:** Enrollment in a City dental insurance plan following loss of alternate coverage will become effective the first of the month following payment of two dental premiums through the City's payroll process. Re-enrollment in the dental insurance plan shall not be retroactive.

CITY PROPOSAL #9- ELIGIBILITY FOR OVERTIME

- 6.6 An employee authorized or required to work overtime who works in excess of his/her scheduled shift ~~on a regular workday, or in excess of forty (40) hours per week,~~ shall be compensated at the rate of time and one-half (1-1/2) the employee's hourly rate, except when such excess hours result from a change in such employee's workweek or shift or from the requirement that such employee fulfill his/her workweek requirement.

CITY PROPOSALS #14 AND 15- RETIREMENT COST MITIGATION

ARTICLE 25 RETIREE HEALTHCARE FUNDING

(Current Article 25 and subsequent articles to be re-numbered)

- 25.1 The City and the Union agree to transition from the current partial pre-funding of retiree medical and dental healthcare benefits (referred to as the "policy method") to pre-funding of the full Annual Required Contribution (ARC) for the retiree healthcare plan ("Plan"). The transition shall be accomplished by phasing into fully funding the ARC over a period of five (5) years beginning June 28, 2009. The Plan's initial unfunded retiree healthcare liability shall be fully amortized over a thirty year period so that it shall be paid by June 30, 2039 (closed amortization). Amortization of changes in the unfunded retiree healthcare liability other than the initial retiree healthcare liability (e.g. gains, losses, changes in actuarial assumptions, etc.) shall be determined by the Plan's actuary. The City and Plan members (active employees) shall contribute to funding the ARC in the ratio currently provided under Section 3.28.380 (C) (1) and (3) of the San Jose Municipal Code. Specifically, contributions for retiree medical benefits shall be made by the City and members in the ratio of one-to-one. Contributions for retiree dental benefits shall be made by the City and members in the ratio of eight-to-three. When determining the contribution rates for the Plan, the Plan actuary shall continue to use the Entry Age Normal (EAN) actuarial cost method and a discount rate consistent with the pre-funding policy for the Plan as outlined in this Article.
- 25.2 The City and the Union further agree that the Municipal Code and/or applicable plan documents shall be amended in accordance with the above agreement and that the Union will support such amendments.
- 25.3 It is understood that in reaching this agreement, the parties have been informed by cost estimates prepared by the Federated City Employees' Retirement System Board's actuary and that the actual contribution rates to reach full pre-funding of retiree healthcare will differ. The phase-in to the ARC shall be divided into five steps (using a straight line method), each to be effective on the first pay period of the City's fiscal year in each succeeding year. The first increment of the phase-in shall be effective on June 28, 2009. It is understood that because of changes resulting from future actuarial valuations, the amount of each increase may vary upward or downward. The City and Employee Organization agree that the Plan member cash contribution rate shall not have an incremental increase of more than .75% of pensionable pay in each fiscal year and the City cash contribution rate shall not have an incremental increase of more than .75% of pensionable pay in each fiscal year. For example, if the members' contribution rate is 4% of pensionable pay, the subsequent fiscal year's contribution rate for retiree healthcare cannot exceed 4.75% of pensionable pay. Notwithstanding the limitations on the incremental increases, by the end of the five year phase-in, the City and plan members shall be contributing the full Annual Required Contribution in the ratio currently provided under Section 3.28.380 (C) (1) and (3) of the San Jose Municipal Code.
- 25.4 The City will establish a qualified trust ("Trust") before June 27, 2010. Until such time as a Trust is established, the City and employee contributions under this agreement shall be made into the existing Medical Benefits Account for as long the contributions can be made into the Medical Benefits Account in accordance with IRS limitations. If the Trust

2010 CITY OF SAN JOSE- IBEW NEGOTIATIONS

is not established prior to reaching the IRS limitation, the parties agree to meet and discuss alternative funding vehicles.

- 25.5 It is the objective of the parties that the Trust created pursuant to this agreement shall become the sole funding vehicle for Federated retiree healthcare benefits, subject to any legal restrictions under the current plan, or other applicable law.

ARTICLE 9 FULL UNDERSTANDING, MODIFICATION AND WAIVER

~~9.5 Notwithstanding the provisions of Article 9.4 and Article 24, the City may notify the Union in writing once during the term of this Agreement of its desire to reopen negotiations regarding retiree healthcare benefits. Upon such notice being given, the duly authorized representatives of the parties shall meet and confer in good faith in an effort to reach a mutual agreement with respect to retiree healthcare benefits. If no agreement is reached, the parties will follow the impasse procedures set forth in the City of San Jose's Employer-Employee Relations Resolution (#39367) and the Meyers-Milias-Brown Act. The parties understand that this means that, notwithstanding any other provision of this agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures. The parties also agree that, after declaration of impasse with respect to negotiations over a modification of retiree healthcare benefits, if the City provides notification of implementation, the Union has the right to engage in protected concerted activities on the employees' own time provided such protected concerted activities do not impede the performance of the employees' assigned duties. Protected concerted activities shall not include strikes, partial strikes (such as refusing to work overtime, engaging in a slowdown or accepting some work tasks and refusing to perform others), intermittent strikes and sit-down strikes.~~

9.5 Healthcare Cost Mitigation Retirement Benefits Reopener.

- 9.5.1 Notwithstanding any other provision of this Agreement, the parties agree to commence meeting and conferring between January 1, 2010, and January 19, 2010 within fifteen (15) calendar days of the City providing written notice to IBEW, on retiree healthcare benefits for future employees, and a medical reimbursement program for future retirees, and pension benefit/costs for current and future employees.
- 9.5.2 The parties intend to engage in the foregoing negotiations in a coalition bargaining process with all other interested represented bargaining units, if any. However, negotiations between the City and Union shall commence no later than fifteen (15) calendar days after the City provides written notice to IBEW January 19, 2010 with or without participation of any other bargaining unit. The City and Union shall negotiate in good faith in an effort to reach a mutual agreement.
- 9.5.3 If no agreement is reached, the parties will follow the impasse procedures set forth in the City of San Jose's Employer-Employee Relations Resolution (#39367) and the Meyers-Milias-Brown Act. The parties understand that this means that, notwithstanding any other provision of this agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures. ~~The City agrees~~

2010 CITY OF SAN JOSE- IBEW NEGOTIATIONS

that a unilateral implementation of retiree healthcare benefits for future employees shall not be effective before July 1, 2010.

CITY PROPOSAL #13- SICK LEAVE PAYOFF

18.2 Sick leave payoff shall be given to each full-time employee at the time of retirement directly from City service or death under one of the following conditions:

18.2.1 Federated Retirement Plan

The employee is:

18.2.1.1 a member of the Federated Retirement Plan, and

18.2.1.2 retired under the provisions cited in the plan, and

18.2.1.3 credited with at least fifteen (15) years of service in this retirement plan, or

18.2.1.4 credited with at least ten (10) years of service prior to a disability retirement.

~~18.2.2 Terminated Employee with Vesting Rights~~

~~The employee has:~~

~~18.2.2.1 terminated his/her service with the City, and~~

~~18.2.2.2 retained vesting rights in a retirement system according to provisions in the San Jose Municipal Code, and~~

~~18.2.2.3 following such termination, qualifies for retirement and retires under the provisions cited in the code, and~~

~~18.2.2.4 has at the time of retirement credit for at least fifteen (15) years of service in the applicable retirement plan.~~

18.2.32 Death During Service

The estate of any full-time employee who dies while in City service and prior to retirement, even though the employee is not credited with at least fifteen (15) years of service in any applicable retirement plan.

~~18.2.4 Death of Terminated Employee~~

~~The estate of any full-time employee who:~~

~~18.2.4.1 had terminated service with the City but had retained vesting rights in a retirement system according to provisions in the San Jose Municipal Code, and~~

~~18.2.4.2 dies prior to becoming eligible for retirement allowances as cited under provisions of the San Jose Municipal Code, and~~

~~18.2.4.3 has at the time of death credit for at least fifteen (15) years of service in the applicable retirement plan.~~

2010 CITY OF SAN JOSE – IBEW NEGOTIATIONS

~~18.3 Employees who were brought into the City under the consolidation of the communications function will be able to use their County service as credit toward meeting the eligibility requirement for this sick leave pay out per Ordinance 22314.~~

18.43 Payout shall be determined as follows; If a full-time employee at the time of his/her retirement or death has earned, unused sick leave hours, he/she shall be paid the equivalent of a specific percent of his/her hourly rate of pay at the time of retirement, termination or death, whichever comes first, multiplied by the total number of his/her accumulated and unused hours of sick leave as of the date of his/her retirement or death as follows in accordance with 18.3.1:

18.3.1 Less than 400 hours: Total hours accumulated x 50% of final hourly rate.

_____ or 400 but less than 800 hours: Total hours accumulated x 60% of final hourly rate.

_____ or 800 - 1200 hours: Total hours accumulated x 75% of final hourly rate.

18.3.2 Distribution of payouts to eligible employees, in accordance with 18.4.1 above, who retire before June 27, 2010, shall be made no later than February 1, 2011.

18.4 Effective June 27, 2010, payout shall be determined as follows; If a full-time employee at the time of his/her retirement or death has earned, unused sick leave hours, he/she shall be paid the equivalent of a specific percent of his/her hourly rate of pay at the time of retirement or death, whichever comes first, multiplied by the total number of his/her accumulated and unused hours of sick leave as of the date of his/her retirement or death in accordance with 18.4.1:

18.4.1 Less than 400 hours: Total hours accumulated x 50% of final hourly rate.

_____ or 400 – 1200 hours: Total hours accumulated x 60% of final hourly rate.

18.5 Employees hired by the City on or after June 27, 2010, if an eligible full-time employee at the time of his/her retirement or death has earned, unused sick leave hours, he/she shall be paid the equivalent of a specific percent of his/her hourly rate of pay at the time of retirement or death, whichever comes first, multiplied by the total number of his/her accumulated and unused hours of sick leave as of the date of his/her retirement or death in accordance with 18.5.1:

18.5.1 0-750 hours: Hours accumulated x 25% of final hourly rate

18.6 Employees who separate from City service on or before June 26, 2010, and who have 15 years of service, shall be eligible for a sick leave payout at the rate that is available at the time of their retirement, as specified above in 18.4.1.

18.7 Employees are only eligible for one sick leave payoff while employed by the City of San Jose, including breaks in employment.

18.78 Use of previously accumulated sick leave hours:

For purposes of determining the total number of accumulated and unused hours of sick leave of a full-time employee at the time of his/her retirement or death, unused sick leave from prior periods of

employment with the City shall be used. Previously accumulated sick leave shall be credited to the employee for use during an employee's current employment period.

CITY PROPOSAL #19 AND 20- DISABILITY LEAVE SUPPLEMENT

ARTICLE 19 DISABILITY LEAVE

19.1 Disability Leave Supplement (DLS)

Disability Leave Supplement (DLS) is the benefit provided pursuant to this Article, which when added to Worker's Compensation Temporary Disability (WCTD) results in providing employees 85% of their regular base salary.

19.2 Eligibility for Disability Leave Supplement

19.2.1 After the initial three day waiting period has been met, and the employee otherwise qualifies for DLS, the employee may utilize DLS for absences required for medical visits related to the injury after his/her return to work if he/she is unable to schedule such visits on non-work hours. DLS for such intermittent absences is subject to authorization by the Worker's Compensation Section. In no event may DLS exceed the limit specified in 19.6.

A full-time employee who is required to be absent from work due to a job related injury or industrial illness and who receives WCTD payments pursuant to Division 1 or Division 4 of the California Labor Code is eligible for DLS. DLS shall be paid only for such period of time as WCTD payments are made. In the event an employee is not eligible for WCTD payments because of the statutory waiting period, DLS shall not be paid for such a waiting period. The employee may use sick leave to cover the waiting period.

19.3 Eligibility for Disability Leave Supplement Linked to Temporary Disability

If the Workers' Compensation Appeals Board of the State of California or any judicial court having jurisdiction should determine that the employee is not entitled to temporary disability (WCTD) compensation, the employee shall not be entitled to Disability Leave Supplement (DLS) benefits. Under such circumstances, any DLS moneys paid to the employee by the City must be returned to the City within one (1) year.

19.4 Ineligible Causes for Disability Leave

An employee shall not be eligible for disability leave, and shall not receive DLS if the injury or illness that causes the absence results from any work voluntarily undertaken by employee from which he has been prohibited from engaging in as determined by a City physician, prior to the date of injury.

19.5 Ineligibility if Offer and Decline of Modified Duty

~~DLS shall not be provided~~An employee shall be voluntarily separated from City service if the City offers the employee employment temporary modified duty at identical or similar rate of pay, within the employee's medical limitations, and the employee refuses or fails to accept duty for which he or she is physically qualified.

2010 CITY OF SAN JOSE – IBEW NEGOTIATIONS

19.6 Maximum Term of Disability Leave Supplement

The employee will receive DLS benefits equal to the amount of money which, when added to the WCTD equals 85% of what the employee would have earned at the position from which he or she is disabled for one of the following time periods, whichever is shortest:

- 19.6.1 the time the employee is medically required to be absent due to a work-related injury or illness, after the required three-day waiting period.
- 19.6.2 the period of time WCTD is payable to the employee under the Workers' Compensation provisions of Division 1 or Division 4 of the Labor Code of the State of California.
- 19.6.3 ~~nine-six (96)~~ calendar months (~~274 days~~) or 4560-1040 hours), if not continually absent following date of injury.
- 19.6.4 until the employee is determined to be medically permanent and stationary by any physician, and is no longer eligible for DLS.

19.7 Time Limit for DLS Eligibility

After ~~4560-1040~~ hours of DLS, the employee is entitled to no additional compensation for the injury or illness. No employee shall be eligible for DLS five years after the date of the onset of the injury or illness for which he or she is claiming DLS.

19.8 Disability Leave Supplement is in Lieu of Regular Compensation

Employees who receive WCTD and DLS compensation do not receive their regular salary. DLS as described in this Article is in lieu of regular compensation except if the employee returns to work on a part time basis, wherein the employee may supplement part time earnings with disability leave supplement.

19.9 Requirement of Evidence Proving Temporary Disability

The Director of Human Resources is responsible for determining eligibility for DLS. In making this determination, the Director may require the employee to provide proof of injury or illness, proof that the injury or illness was job related, proof of the disability and how long the injury or illness will last, and proof of other relevant matters as determined by the Director. The Director may require the employee to submit to a medical examination by a physician selected by the City.

19.10 Termination of Disability Leave

An employee who is unable to return to full time regular duty following the expiration of any and all leave provided in this Article and the integration of Sick Leave as provided in Article 18.1.2.3, and of accrued vacation, and compensatory time off, with Workers' Compensation may be considered to have separated from City service. Prior to being separated from City service, each employee is eligible to participate in the City's return to work program.

- 19.10.1 An employee who exhausts all Disability Leave shall be notified that they are subject to the above provision upon expiration of all remaining paid leave. The employee shall also be notified of his/her eligibility to participate in the return to work program.

CITY PROPOSAL #18- PERFORMANCE APPRAISAL APPEALS

Article 32 Performance Appraisal Appeal

- 32.1 If an employee formally receives an overall performance rating that is below meets standard, the employee may appeal the rating. Such appeal shall be made to the Department Director or designee within thirty (30) calendar days from the date the employee receives the final performance appraisal.
- 32.2 If the employee is dissatisfied with the decision of the Director or designee, the employee may, within thirty (30) calendar days from the Director's or designee's response, request a hearing with the City Manager or designee. Such request shall be made in writing and shall include the reason(s) the employee is not satisfied with the decisions previously rendered. The City Manager or designee shall hold a meeting within a reasonable amount of time, and within fifteen (15) calendar days of the meeting, shall inform the employee of the decision. The decision of the City Manager or designee shall be final. This will be the only appeal process applicable to review a performance appraisal.

CITY PROPOSAL #21- RETIREMENT ADMINISTRATIVE COSTS

ARTICLE 24 RETIREMENT

- 24.1 Current retirement benefits will continue during the term of this Agreement, except as described herein, and shall be set forth in the Municipal Code.
- 24.1.1 Administrative cost of the Federated Retirement System, including staff salaries and indirect labor costs, are to be paid from the retirement fund. ~~Costs to the fund for staff salaries and indirect labor costs shall not exceed 0.10% of assets in the fund per year.~~

CITY PROPOSAL #22- SUBSTANCE ABUSE POLICY

Remove Exhibit II, Substance Abuse Policy. City Policy Manual Section 1.4.2 will apply to employees represented by IBEW.

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)

SAFETY

The purpose of this agreement is to establish future meetings to discuss Citywide standards and goals for safety and safe working practices for Electrical workers.

Prior to August 1, 2010, the City agrees to establish a committee to discuss NFPA 70E Standards.

These discussions will also include representatives from the Office of Employee Relations and Human Resources, including the City's Safety Officer. The group will meet on a monthly basis.

FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:

Jennifer Schembri Date
Senior Executive Analyst

Sal Ventura Date
IBEW

UNION PROPOSAL - HOUSEKEEPING

5.3.3 As an alternative to making appointments to a vacant position, a Department may, upon the approval of the Office of the City Manager, assign an employee to work in a higher classification for a period of time not to exceed six (6) months. The employee will be compensated in accordance with section 5.3.2. At the expiration of the period of assignment, the assigned employee shall return to his/her regular assignment. The Department may then request authorization to fill the position on a regular basis or return it to vacant status. Department Directors are encouraged to review all situations wherein employees are working in a higher class to determine if those functions are necessary to the organization and should be continued. If the functions are no longer necessary, the position should be eliminated. ~~This shall apply to employees who are represented by the IBEW.~~

7.7.1 Employee Rights

7.7.1.1 The City and the Union recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.

7.7.1.2 Accordingly, membership in the Union shall not be compulsory. An employee has the right to choose, either; (a) to become a member of the Union; or, (b) to pay to the Union a fee for representation services; or, (c) to refrain from either of the above courses of action upon the grounds set forth in Section 7.8.6 below.